# **WELCOME GUIDE**

GET ACQUAINTED
WITH YOUR
WIRELESS SERVICE.



Filed 06/27/2008



Your calls can start leaving voice messages as soon as you activate your phone, so it is important that you set up your AT&T Wireless VoiceMail box and personal greeting immediately.\*

\*User instructions may vary in some AT&T Wireless markets. Voice mail is not compatible with TTY at this time.

## Set up Voice Mail

- 1. Dial your mail box access speed key (or wireless number) from your wireless phone. If you are accessing your mail box from a phone other than your wireless phone, dial your wireless phone number and then press the # key to interrupt the greeting. Next Generation Users, including Multi-Band Users, will need to press the \* key.
- 2. The system will ask for a temporary password. Please enter (1) (1) (1) (#) .
- The system will ask you to create a new four- to ten-digit password. This is your password for retrieving messages.
- 4. You will also be prompted to record your personal greeting.

### • To listen to your messages

- Dial your mail box access speed key (or wireless phone number).
- Press (III) to interrupt the greeting. Multi-Band Users will need to press the (III) key. Next Generation Users, including Multi-Band Users, will need to press the (IIII) key.
- 3. Enter your password.
- 4. The system will automatically play new voice messages.
- After you review a message, the system will prompt you to Save or Erase. If you do not respond, your message will be skipped and the next message will begin to play.

Note: You will not incur airtime charges for calls answered by AT&T Wireless VoiceMail or when you retrieve messages from a landline phone.



For a copy of the Welcome Guide in Braille, large print, audio cassette, or diskette, please call Customer Care.

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Thank you for choosing AT&T Wireless. Before you get started, please read the following important information.

### • Terms and Conditions

By using the device or service, accepting a benefit in exchange for committing to new Terms and Conditions or a new contract term, or by paying any amount billed to your account, you consent to the Terms and Conditions set forth in this guide. If you do not agree with these Terms and Conditions, do not use the device or service and notify us immediately to cancel service. A full copy of the Terms and Conditions can be found starting on page 19.

### Your Rate Plan

Please refer to your rate plan and promotional brochure(s) for rates and complete details for the plan you have selected.

### • Delayed Charges

When traveling with your phone, service may be provided by other carriers. Sometimes we do not receive these charges from other carriers in time for your next scheduled bill. If charges are delayed, they will be included in the invoice in the month we receive them from the other carrier and will be charged as if used in the month they are billed.

### AT&T Wireless Features

Please see the Features and Services guide for details on features that may be available with your service. Some are included with your plan, or available upon request. Some features incur monthly service fees and/or usage charges. Among our most popular features:

- Voice Mail
- Call Forwarding
- Three-Way Calling
- Ring Tones & Graphics
- Caller ID
- Call Waiting
- · Text Messaging
- Dial #121 for Voice-Accessed Information

For a copy of the Features and Services guide, visit your local AT&T Wireless Store or call Customer Care. Descriptions of AT&T Wireless features can be found at attwireless.com.



	Online Customer Service
	For TDMA Users: attwireless.com/ocs
	For Next Generation Users, including Multi-Band Users: attwireless.com/mobileinternet or 1 888 933-1212
	Customer Care by Phone
•	TDMA Users
	Next Generation Users,
	including Multi-Band Users
	TTY1 866 4-AWS-TTY
	Warranty Exchange Service:
•	TDMA Users

including Multi-Band Users ......1 866 293-4634 TTY Users......1866 4-AWS-TTY Equipment Insurance by lock\line® .......1 877 288-4678

**Next Generation Users,** 

### AT&T Wireless Connect<sup>SM</sup> ......411

Now you can request restaurant reservations, movie listings, directions, or directory assistance. Get up to four directory listings per call by using the (\*\*) key to return to the operator. Charge is \$1.25 per call plus airtime or roaming and applicable long distance.

# Wireless Accessories attwireless.com/accessories



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A bill reflecting your call activity, wireless data activity, and applicable service charges will be mailed to you each month.

### **Your First Invoice**

For your convenience, a special brochure will accompany your first bill with a detailed explanation of how to read and understand the charges associated with your wireless service. The first invoice you receive will be prorated for the monthly service and the included text messaging, voice minutes and megabyte(s) or kilobyte(s) of data in your selected rate plan. Also, an activation fee will appear on your first invoice, unless you are notified otherwise.

### • Alternate Billing Formats

We offer billing in Braille and large print. See page 18 for more information about access to wireless communications for our customers with disabilities.

The flexibility to change service plans when your needs change is all a part of mLifes...





All wireless phone models operate similarly. They have a specific key to begin calls and a key that ends calls. Another key erases the last digit entered. For this guide we use the symbol (MO) to identify the key that begins calls and (MO) for the key that ends calls. is used to identify the "eraser" key. Refer to the phone's user guide to identify these keys on your phone's keypad, as they differ depending on make and model.

## • Placing Calls

(For Next Generation and Multi-Band Users, make sure your phone is in **VOICE MODE**.)

### **Direct Dialing**

Wireless phones don't have a dial tone. First you dial, then place the call.

- Turn your phone on.
- Dial the number you are calling. If you make a mistake, you can erase it by pressing the key.
- Press the (YES) key to place the call.

### Local Calls from the U.S.

Dial the 7- or 10-digit number, press (YES).

### Long Distance Calls within the U.S.

Dial 1 + area code + 7-digit number, press (YES).

#### Credit Card Calls

Placing credit card calls from your wireless phone is identical to credit card calling from your home or office phone. Dial 0 + area code + 7-digit number,

press (YES). You will be prompted for your credit card number and your PIN.

### International Dialing

Dial 011 + country code + routing code + local number, press (MS). International dialing is an optional feature. Certain conditions apply.

### Ending Calls

It's important that you end every call. Please keep in mind that if you do not, you may be charged for airtime even if the other party hangs up. To end the call, press (NO).

### Answering Calls

Your phone must be turned on to receive calls. When your phone is turned on and you receive a call, it will ring, vibrate and/or display, depending on your phone setting.

- To answer, press (YES).
- Then to hang up, press (NO).

### Abbreviated Dialing from the U.S.

- For Customer Care 24 hours a day, TDMA users dial 611 and press (YES) (Currently available only with TDMA service. TTY users dial 1 866 4-AWS-TTY).
- For emergencies, dial 911 and press (MS). Refer to page 17 for emergency help, reporting accidents, or notifying authorities of dangerous road conditions.
- You may now call the in-state Telecommunications
  Relay Service (TRS) with abbreviated dialing.
  Just dial 711 and press (YES). TRS operators
  facilitate communications between TTY users who
  are deaf, severely hard-of-hearing or speech-disabled,
  and those who do not have TTYs.

TTY is currently not compatible with digital wireless phones. Visit attwireless.com/our\_company/disability for TTY compatibility updates.

### System Limitations

Because of the inherent characteristics of radio frequencies, service may be limited or calls may be interrupted for a variety of reasons. Actual coverage depends on system availability, terrain, weather, signal strength, customer equipment, and other factors. Service may be temporarily limited or interrupted due to system capacity limitations and system repairs or modifications. Service may also be provided by other carriers.

### Radio Frequency Signals

A wireless phone operates by sending and receiving radio frequency (RF) signals and therefore emits low levels of RF energy when the phone is on.

Many studies have been conducted concerning RF exposure. Based on these studies, the U.S. Food and Drug Administration (FDA) has concluded that the available scientific evidence does not show that any health problems are associated with using wireless phones, although there is no proof that wireless phones are absolutely safe. Further scientific research is ongoing, and AT&T Wireless supports this research. For more information, you can review the FDA's Consumer Update on Wireless Phones, which should be included in a pamphlet provided with the phone you have purchased or the phone's user guide, or you may contact the FDA at 1888 463-6332. Additional consumer information on wireless phones and RF safety is available online at the joint FDA-FCC Web site, "Cell Phone Facts," at www.fda.gov/cellphones.

The Federal Communications Commission (FCC) has established guidelines setting limits for RF exposure from wireless phones (these limits are called the Specific Absorption Rate or SAR). AT&T Wireless only sells phones that have been certified by the

manufacturers as complying with the FCC guidelines. For more information about the FCC guidelines and SAR limits, you can visit the FCC's Web site at www.fcc.gov/cellphones or contact the FCC at 1 202 418-2464.

If you have any concerns about RF exposure, there are steps you can take to reduce your exposure, including decreasing your use of wireless phones or using an ear piece, headset or other hands-free device (such as a car phone with an externally mounted antenna) to increase the distance between your body and RF energy from the phone. Currently, all phones sold directly by AT&T Wireless come packaged with an ear piece as an included accessory. Headsets, ear pieces and other hands-free devices are also available for purchase at AT&T Wireless Stores or through our Web site, attwireless.com/accessories.

## • Dropped Calls

When you place a call on the AT&T Wireless network in your local area and it is dropped by our system, we will automatically credit your account for one minute of airtime, if you replace the call within a reasonable period of time. When using the TDMA or analog networks you will only be provided a credit if your included minutes have been depleted. For any other dropped calls, contact Customer Care.



# SECURITY OPTIONS

### Authentication

Authentication is an advanced anti-fraud technology from AT&T Wireless designed to make your wireless service more secure. Authentication helps prevent counterfeiters from stealing your phone's signal when within the AT&T Wireless network. Best of all, it doesn't require any additional steps on your part—all you need is an Authentication-ready wireless phone (most digital models offer this capability). It's absolutely free. Available only in select areas.

### Encryption

Encryption provides privacy to your voice and data transmissions. Encryption algorithms encode your digital voice and data transmissions to protect against over-the-air eavesdropping on your voice conversations and theft of your data transmissions.

### Warranty Support

If you experience difficulty with your equipment, call Warranty Exchange Service, and we will work with you to diagnose equipment problems over the phone or refer you to the manufacturer for support. TDMA Users dial 1 877 746-9244. Next Generation Users, including Multi-Band Users, dial 1 866 293-4634.TTY Users dial 1 866 4-AWS-TTY.



When you activate new service with AT&T Wireless, we are confident that you will be pleased with your purchase. However, if you are not, and you purchased your phone directly from AT&T Wireless, new wireless phones and accessories can be returned to the original place of purchase within 15 days under the following conditions:

- Returned item(s) are accompanied by a proof of purchase.
- All original materials (accessories, manuals, packaging, etc.) are included with the item.
- The item is in re-sellable condition (no cracks, scratches, liquid damage, etc.). If there is a question regarding re-sellable condition, AT&T Wireless will have final decision as to whether the item can be returned or exchanged.
- Check refunds will be processed and paid within four to six weeks.
- Cash refunds of up to \$100 will be issued at the store if funds are available.
- For AT&T Wireless prepaid products, please consult your prepaid user guide.

If you did not purchase your phone from AT&T Wireless, please contact your retailer for its return policy.

In addition, you must personally cancel your account by calling AT&T Wireless Customer Care. You are also required to pay any applicable service or usage charges.

# CUSTOMER SERVICE

AT&T Wireless offers you several convenient ways to find us when you need us.

## • Online

Our Online Customer Service makes accessing and managing your wireless account simple. Easy navigation and a clear, comprehensive choice of options allow you to review or customize your account in very little time.

#### For TDMA Users:

attwireless.com/ocs

# For Next Generation Users, including Multi-Band Users: attwireless.com/mobileinternet

For instructions, please see your Features and Services guide.

### **Billing**

View your recent billing history and take advantage of our Reverse Number Lookup feature. Or, sort your bill however you'd like, including by numbers you've called.

### **Payments**

Make a one-time credit/debit card payment or Electronic Funds Transfer payment, or choose our Recurring Credit Card or Electronic Funds Transfer payment features.

Note: Online Customer Service is not available to all customers. Some customer accounts do not have access to all functionality.

### By Phone

To review or manage your wireless account, call AT&T Wireless Customer Care.

For your security and to ensure prompt assistance, you will be asked to enter your wireless number and to verify account information.

#### **Account Balance**

Get your account balance, acquire a copy of your bill, or make a payment.

#### **Features Information and Changes**

Make changes to your wireless account by adding or deleting any of the following features: AT&T Wireless VoiceMail, Call Waiting, Call Forwarding and Caller ID.

### **Equipment Information**

Get information on equipment, and even purchase new equipment and accessories right over the phone.

### • Visit Our Wireless Experts

For face-to-face service, visit your local AT&T Wireless Store. We've staffed more than 600 full-service AT&T Wireless Stores nationwide to assist you. Available convenient weekday and weekend hours, our staff is equipped to answer your questions and provide the information you need to make your wireless decisions. Or, to see our latest in equipment and service offerings, you may also visit any of our authorized dealer locations.

### DRIVING WIRELESS SAFETY

Your wireless phone gives you freedom and flexibility to stay in touch when you travel. However, safe and responsible use of the phone depends entirely on you. Avoid accidents by not reaching for or talking on the phone if it distracts you from driving safely. Your life and the lives of others are at stake.

## Ensure your safety and the safety of others:

- · Always buckle up.
- Keep your hands on the wheel and your eyes on the road.
- Don't let a phone call distract you from driving safely.

# • Carefully consider whether you should use your wireless phone while driving.

Factors to consider include your driving skill and experience level, how familiar you are with the vehicle, and traffic and weather conditions.

Consider your alternatives:

- Allow voice mail to handle your calls and then return them at your convenience.
- · Ask a passenger to place or answer the call.

Respect all applicable laws concerning the use of wireless phones. Some states or municipalities may not allow the use of ear pieces or headsets while driving and some require hands-free use.

- If you use your wireless phone while driving, use good judgment.
  - Tell the caller that you are driving and may have to suspend the conversation.
  - · Position your phone within easy reach.
  - · Use a hands-free device if allowed or required.
  - · Use memory dial and automatic redial features.
  - · Memorize your keypad.
  - Dial numbers while your car is stopped.
  - Do not engage in stressful or emotional conversations while driving.
  - · Never take notes or look up numbers while driving.
  - Do not use data functions such as text messaging or Web browsing while driving.

A message for parents: Review options for responsible use with your new driver and establish guidelines for phone use in the car.









If an emergency occurs, dial (1) (1) . Where 911 is not available in the U.S. or internationally, you will need to identify the appropriate local emergency service number to call for assistance.

Important: If you are in an area where your phone is searching or scanning for a signal or there is no signal, it is likely that a call to 911 will not go through. If this happens, locate the nearest landline phone and call for help.

TTY devices are currently not compatible with digital wireless phones and should not be used for 911 calls. Visit attwireless.com/our\_company/disability for TTY compatibility updates.

Wireless 911 calls do not automatically provide emergency personnel with your name, phone number or location. Tell the dispatcher:

- · Your name and wireless phone number.
- · The nature of the emergency.
- Whether police, fire or medical assistance is needed.
- The exact location of the emergency, including cross streets, mileposts or landmarks.

**Remember:** Lock your keypad to prevent unintended calls to 911. Refer to your phone's user manual for instructions.

For more information visit: attwireless.com/arrivesafely

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FOR OUR CUSTOMERS WITH DISABILITIES

AT&T Wireless is committed to making its services and products easier for everyone to use. Wireless phone manufacturers are also working to include access features in their phones, handsets and accessories so that customers with disabilities can enjoy the benefits of wireless communications. Our sales associates and Customer Care representatives are trained and ready to help you explore some of the features, services and accessories currently available, so you can select the products that will best meet your wireless communications needs. To learn more about our commitment to provide easier-to-use services, and for updates on TTY compatibility, visit our Web site at attwireless.com, select Our Company, and view the information under **Disability Access**. Or you can pick up a copy of For Our Customers with Disabilities at any AT&T Wireless Store. Our Welcome Guide and Features Guide are available in alternate formats including Braille, large print, audio cassette, and diskette. In addition, we can provide your billing in Braille or large print upon request. Simply call Customer Care (TTY users dial 1866 4-AWS-TTY) to order the format you prefer.

Please note that even when TTY compatibility is available in our area network, it will not necessarily be able to support all features.

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# TERMS AND CONDITIONS

Get the most out of your wireless service by knowing the terms of your Agreement with us. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. They govern the relationship between you and AT&T Wireless and explain our respective legal rights concerning all aspects of our relationship, including without limitation:

- · Billing and charges
- · Starting and ending service
- Account information
- · Early cancellation fees
- · Limitations of liability and warranty
- Changes to this Agreement
- Resolution of past or future disputes by arbitration instead of court trials and class actions

IFYOU I) USETHE SERVICE OR THE WIRELESS DEVICE, OR 2) ACCEPT ANY BENEFIT IN EXCHANGE FOR COMMITTING TO NEW TERMS AND CONDITIONS AND/OR A NEW CONTRACT TERM, OR 3) PAY US ANY AMOUNT FOR THE SERVICE, YOU CONSENT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS OR NEW CONTRACT TERM, DO NOT USE THE SERVICE OR DEVICE AND NOTIFY US IMMEDIATELY TO CANCEL SERVICE AND/OR RETURN THE EQUIPMENT OR OTHER RENEFIT RECEIVED.

This is an agreement ("Agreement") for wireless radio telecommunications services and related services and/or features ("Service") between you and the entity licensed by the Federal Communications Commission to provide Service in the area associated with your assigned telephone, data and/or messaging number(s) ("Number") that is doing business as AT&T Wireless and/or AT&T Wireless Services ("us" or "we"). The term "Device" means the SIM (Subscriber Identity Module) Card and/or wireless receiving and transmitting equipment that we have authorized to be programmed with the Number and any accessories.

- a. Term; Early Cancellation Fee. The term of this Agreement for each Number depends on the calling, data or mobile Internet plan, feature or promotion you select and is described in a separate AT&T Wireless Calling Plan or Rate Plan Brochure ("Rate Plan"), in feature or promotional materials, at attwireless.com and/or in an AT&T Wireless Welcome Guide (collectively, "Sales Information"), all of which are a part of this Agreement and were provided when you activated Service. To receive copies of Sales Information contact Customer Care. The term of this Agreement for each Number begins on the date we activate Service for that Number or the date you accept a benefit that extends or renews the term and ends when Service for that Number is terminated. IF YOU SELECT A RATE PLAN, FEATURE OR PROMOTION WHICH REQUIRES A FIXED TERM OF MORE THAN ONE MONTH (SUCH AS A ONE-YEAR RATE PLAN), YOU AGREE TO PURCHASE SERVICE FOR THE FULL TERM. After the fixed term expires, or if you are not on a fixed term (such as a "monthly" Rate Plan), this Agreement will continue until terminated by either party with advance notice, if required in your Rate Plan. IF YOU SELECT A RATE PLAN, FEATURE OR PROMOTION WITH A FIXED TERM, YOU MAY TERMINATE THIS AGREEMENT WITH RESPECT TO ANY NUMBER WITHIN 15 DAYS AFTER YOUR ORIGINAL ACTIVATION DATE OF THAT NUMBER. IF YOU TERMINATE SERVICE MORE THAN 15 DAYS AFTER YOUR ACTIVATION DATE, BUT BEFORE THE END OF YOUR FIXED TERM, OR WE TERMINATE FOLLOWING YOUR DEFAULT, YOU WILL BE IN MATERIAL BREACH OF THIS AGREEMENT. YOU AGREE OUR DAMAGES WILL BE DIFFICULT OR IMPOSSIBLE TO DETERMINE AND AGREE TO PAY US, AS A REASONABLE ESTIMATE OF OUR DAMAGES AND IN ADDITION TO ALL OTHER AMOUNTS OWING, A CANCELLATION FEE FOR EACH NUMBER (THE ACTUAL AMOUNT OF WHICH IS REFLECTED IN THE SALES INFORMATION), AND YOU MAY NOT BE ELIGIBLE FOR NEW CUSTOMER PROMOTIONS IN THE FUTURE.
- b. Rates. Your Service rates and other charges and conditions for each Number or Device are described in your Sales Information. If you lose your eligibility for a particular Rate Plan, we may change your Rate Plan upon prior notice to you. If you misrepresent your eligibility for any Rate Plan, you agree to pay us the additional amount you would have been charged under the most favorable Rate Plan for which you are eligible. If you activate Service on behalf of an entity but were unauthorized to do so, you will be personally responsible for all charges to the account and will be fully bound by this Agreement as though you had activated Service on your own behalf. If you select a Rate Plan that includes a predetermined allotment of Services (for example, a predetermined amount of airtime, megabytes or text messages), unused allotment of Services from one billing cycle will not carry over to any other billing cycle.
- c. Availability/Interruption. Service is normally available to your Device when it is within the operating range of our system and may be available outside of that area in other participating carrier service areas. Service functionality may vary when outside our system. Service is subject to transmission limitation, reduction in

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obstructions such as trees or buildings, or other conditions. Service may be limited in some areas where coverage is not available or may be temporarily limited or interrupted due to system capacity limitations, system repairs or modifications, or in response to suspected fraud, abuse, misuse of the network, hacking or malicious viruses. Interruption may also result from nonpayment of charges by you. We may block access to certain categories of numbers (e.g. 976, 900 and certain international destinations) or certain Web sites if, in our sole discretion, we are experiencing excessive billing, collection, fraud problems or other misuse of our network. We may, but do not have an obligation to, refuse to transmit any information through the Service and may screen and delete information prior to delivery to you or the Device as permitted by law. Some aspects of the Service may be temporarily unavailable if personal information is provided by a child under the age of 13. Without parental consent, children under the age of 13 will not be able to use certain aspects of the Service. Devices may be incompatible with TTY, so TTY users may be unable to make emergency calls.

- d. Use of Service/Device/Number. Reproduction, retransmission, dissemination or resale of Service is prohibited without prior written contractual arrangements with us and any required regulatory approvals. You are responsible for ensuring that your Device is compatible with our Service and meets federal standards. You are responsible for the purchase and maintenance of any additional hardware, software and/or Internet access from your PC required to use the Service. You consent to receiving advertising, alerts and other broadcast messages from us or our authorized agents. IP addresses for services provided on the AT&T Wireless GSM™/GPRS network will be assigned dynamically per session from a private pool and not all protocols will be supported. Other IP addressing options are available for additional cost. You have no ownership rights to the Number, any IP address, any e-mail address or any other identifier provisioned by us, our agents or the manufacturer of your Device to be used with the Service, and you agree we may change any such Number, IP address, e-mail address or any other identifier at any time with or without prior notice to you. Your Device has been manufactured to operate exclusively with Service provided by us. The Device cannot be activated with any other wireless carrier and if your Device utilizes a SIM card it will only accept a SIM card provided by us. By using Service, you agree to abide by the terms and conditions of any applicable software license. You can only activate a limited number of promotions on each Number.
- e. Unauthorized Usage. You agree not to use the Device or Service for any unlawful, unauthorized or abusive purpose or in any way that damages our property or others' property, or interferes with, harms or disrupts our system or other operators' systems or other users. You will comply with all laws while using the Service and you will not transmit any communication or data that would violate any laws, court order, or regulation, or would likely be offensive to the recipient. You are responsible for all content you transmit using the Service. You may not install any amplifiers, enhancers, repeaters or other devices that modify, disrupt or interfere in any way with the radio frequency licensed to us to provide

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used, you must immediately notify us and provide us with such documentation and information as we may request (including affidavits and police reports). Until you notify us, you will remain responsible for all charges. You agree to cooperate with us in any fraud investigation and to use any fraud prevention measures we prescribe. Failure to provide reasonable cooperation may result in your liability for all fraudulent usage.

f. Release of Information. You consent to our release of information about you when we believe release is appropriate to comply with the law (e.g. a lawful subpoena, E911 information); to enforce or apply our customer agreements; to initiate, render, bill and collect for Services; to protect our rights or property, or to protect users of those Services and other carriers from fraudulent, abusive, or unlawful use of, or subscription to, such Services, or if we reasonably believe that an emergency involving immediate danger of death or serious physical injury to any person requires disclosure of communications or justifies disclosure of records without delay.

#### 2. CHARGES/PAYMENTS/DEFAULT

a. Generally. You are responsible for paying all charges, including but not limited to: airtime, access, features, voice mail access, voice mail delivery, data usage, text and multi-media messages, downloadables, alerts, roaming, long distance, directory and operator assistance charges, the price of Devices and accessories, charges for other goods and services that you authorize to be charged through your wireless bill, and shipping/handling fees. You will be billed at domestic airtime or roaming rates for 800, 866, 877, 888, and other "toll-free" calls. AT&T Wireless will be your wireless long distance provider. When using the AT&T Wireless GSM™/GPRS network, for all incoming and outgoing voice Service, the length of the call will be measured during the time that the call is connected to our system, which is approximately from the time you press the button which initiates or answers a call until approximately the time the first party terminates the call. When using any other AT&T Wireless network, for all incoming and outgoing voice Service, the length of the call will be measured during the time that the call is connected to our system, which is approximately from the time you press the button which initiates an outgoing call or approximately when the Device starts ringing for incoming calls until approximately the time you press the button which terminates the call. On all AT&T Wireless networks, voice Service on each call is billed in full minute increments, with partial minutes of use rounded up to the next full minute. When you place a call on the AT&T Wireless network in your local area and it is dropped by our system, if you replace the call within a reasonable period of time, we will automatically credit your account for one minute of airtime. When using the TDMA or analog networks you will only be provided a credit if your included minutes have been depleted. For any other dropped calls, contact Customer Care. If an incoming call has been forwarded to another phone number, you will be charged for the entire time that our switch handles the call. While on the AT&T Wireless network, there is no charge for busy or unanswered calls if you end the call within 30 seconds. You are responsible for all data usage sent through our network and associated with the Device, regardless of whether the Device actually receives the

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complete delivery. In these cases you will be responsible for paying for the re-sent packets. Utilizing compression solutions may or may not impact the amount of kilobytes for which you are billed. Mobile Internet service will be calculated and billed in kilobytes. One megabyte equals 1024 kilobytes. One kilobyte equals 1024 bytes. For the AT&T Wireless GSM™/GPRS network, once every 24 hours we will compile all data usage. Our system will then create a billing record representing the combined data usage for each network used during that period. The usage for each billing record will be rounded up to the next kilobyte and a cost will be associated with that billing record and rounded to the nearest cent.

- b. Taxes, Surcharges and Other Fees. Various taxes, surcharges, fees, and other assessments are imposed relating to the Service we provide to you, goods or services you purchase, and the wireless network and equipment used in providing the Service. We will determine, in our reasonable discretion, the taxes and other assessments that you are responsible to pay and the amounts of such charges. These may include federal, state or local taxes, surcharges or fees, as well as assessments to defray costs for federally mandated programs such as enhanced 911 service, local number portability and number pooling. You are responsible for paying these taxes and other assessments, regardless of whether they are assessed on you or us. To determine which jurisdiction's taxes and other assessments to collect, federal law requires us to obtain your Place of Primary Use ("PPU"), which must be your residential or business street address and must be within our licensed service area. You agree to provide us your PPU and to notify us of any changes in your PPU. If you do not provide us with an appropriate PPU, we may reasonably designate one for you. On certain Rate Plans, your PPU must be your residential address.
- c. Billing and Payment. We will provide your bill in a format we choose, which may change from time to time. Payment of all charges is due upon receipt of invoice. A fee may be charged for additional copies of bills. You will receive one bill for all Service associated with each Device. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and prorations. Service may be billed in a subsequent month due to delayed reporting between carriers; this service will be charged as if used in the month billed. You agree to notify us promptly if your credit card is terminated, lost or stolen or when the authorized date changes.
- d. Late Payments/Disputes. Time is of the essence for payment. Therefore, you agree to pay us a late fee for amounts unpaid 20 days after the date of the invoice of 1.5% (AK 0.875%, AR 0.5%, NE 1.33%, VA 0.85%, WI 1.0%) per month. Acceptance of late or partial payments (even if marked "Paid in Full") shall not waive any of our rights to collect the full amount due under this Agreement. For any check or electronic payment returned for nonpayment, we will assess an additional fee not to exceed \$20 and we may, without notice to you, suspend Service and/or terminate this Agreement, in addition to all other remedies. All amounts due, including disputed amounts, must be paid by the due date regardless of the status of any objection. All communications concerning disputed amounts owed, including any instrument tendered as full satisfaction of the amounts owed,

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any dispute must be (i) in writing, (ii) marked "Billing Dispute" on the outside of the envelope, (iii) sent to our address contained on the invoice, and (iv) received by us within 60 days after receipt of the invoice.

- e. Default/Termination. If you fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice within 20 days after the date of the invoice, or if you have amounts still owing to us or an affiliate of ours from a prior account, or if you breach any representation to us or fail to perform any of the promises you made in this Agreement, or if you are subject to any proceeding under the Bankruptcy Code or similar laws, you will be in default and we may, without notice to you, withhold equipment or other refunds or suspend Service and/or terminate this Agreement, in addition to all other remedies available to us. We may require reactivation charges to renew Service after termination or suspension. Upon termination and/or porting the Number to another carrier, you are responsible for paying all amounts and charges owing under this Agreement, including any applicable cancellation fee. Third Party promotions and/or discount may terminate upon termination of this Agreement. You agree to pay all costs including reasonable attorneys' fees, collection fees, and court costs we incur in enforcing this Agreement through any appeal.
- f. Deposits/Service Limits/Credit Reports/Return of Balances. You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the following address: AT&T Wireless, Attn: Credit Investigation Team, P.O. Box 8758, Portland, OR 97207-8758. We may require a deposit or set a service limit to establish or maintain Service. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your bill or delay payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit in our sole discretion if we deem appropriate. You may request that we re-evaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or this Agreement is terminated, we may, without notice to you, apply any deposit towards payment of charges due. After approximately 90 days following termination of this Agreement, any remaining deposit or other credit balance in excess of \$10 will be returned without interest to you at your last known address. You agree any amounts under \$10 will not be refunded to cover our costs of closing your account.
- g. Account Information. Any person able to provide your name, the last four digits of your social security number (or for business customers other information we deem sufficient), and the Number is authorized by you to receive information about and make changes to your account, including adding new Service. If you are receiving Service on a business Rate Plan through your employer, you authorize us to share your account information with your employer. You consent to disclosure of any information about you to any person as permitted by law if any device

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or, if we reasonably believe that an emergency involving immediate danger of death or serious physical injury to any person requires disclosure of communications or justifies disclosure of records without delay.

h. CPNI Consent. Under federal law, you have a right, and we have a duty, to protect the confidentiality of information about the amount, type, and destination of your wireless service usage and the location of your device on our network (CPNI). You consent to us sharing your CPNI or other personal information with AT&T Wireless and their affiliates, agents and contractors, to develop or bring to your attention any products and services, or in the event of any merger, sale of some or all of the company assets or acquisition as well as in any insolvency, bankruptcy or receivership proceeding in which CPNI or other personal information would be transferred as one of the business assets of the company. This consent survives the termination of your Service and is valid until you revoke it. To remove this consent at any time, notify us in writing at AT&T Wireless, Attn: CPNI, PO. Box 97061, Redmond, WA 98073-9761, providing your (1) name, (2) Service billing address, (3) Number including area code, and (4) Service account number. Removing consent will not affect your current Service or the provisions of paragraphs 1.f and 2.g, above.

#### 3. CHANGES TO THIS AGREEMENT

We may amend the terms of this Agreement, including the Sales Information, upon advance notice. If you do not agree to the amendment, you may terminate the Agreement by giving us notice within 20 days of the date we notify you, and you will not be charged any early cancellation fee. If you use the Service more than 20 days after we notify you of a change, you agree to that change. You have the option to change your Service at any time by notifying us, and you may take advantage of those of our Services for which you qualify, provided that you comply with any requirements of the Service, including, where applicable, extending the term of this Agreement. Any change will take effect by your next billing cycle. If you transfer to a Rate Plan having a term that is shorter than your previous Rate Plan, you may remain obligated for the term of the previous Rate Plan. If we allow you to suspend your account for a temporary period, we may extend the term of your Agreement by the length of the temporary suspension.

#### 4. LIMITATIONS.

The parties intend that the limitations on liability, warranty and damage awards provided for in this Agreement will apply to the fullest extent allowed by law. Some jurisdictions do not allow the exclusion of certain warranties or the waiver, limitation or exclusion of liability for punitive, incidental or consequential damages, or for intentional or willful conduct in some circumstances. To the extent that any of these limitations are not permitted by applicable law, they will not apply to you.

a. Limitation of Liability. WE ARE NOT LIABLE FOR ACTS OR OMISSIONS OF ANOTHER SERVICE PROVIDER OR ANY THIRD PARTY PROVIDERS OF SERVICES RELATED TO USE OF THE DEVICE OR SERVICE, FOR INFORMATION PROVIDED THROUGH YOUR DEVICE, LACK OF PRIVACY

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FAILURE OR MODIFICATION, OR OTHER CAUSES BEYOND OUR REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION ANY REPRESENTATIONS THAT THE SERVICES WILL BE ERROR-FREE, UNINTERRUPTED, OR FREE FROM UNAUTHORIZED ACCESS (INCLUDING THIRD PARTY HACKERS OR DENIAL OF SERVICE ATTACKS). WE ARE NOT LIABLE FOR SERVICE OUTAGES OF 24 CONTINUOUS HOURS OR LESS NOR FOR SERVICE LIMITATIONS OR INTERRUPTIONS, AS DESCRIBED IN PARAGRAPH I.C ABOVE. OUR LIABILITY AND THE LIABILITY OF ANY UNDERLYING CARRIER FOR ANY FAILURE OR MISTAKE SHALL IN NO EVENT EXCEED OUR SERVICE CHARGES DURING THE AFFECTED PERIOD. WE AND ANY UNDERLYING CARRIER ARE NOT LIABLE FOR ANY INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES SUCH AS LOST PROFITS. YOU AND WE BOTH WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW, ANY CLAIMS TO RECOVER INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES. WE AND ANY UNDERLYING CARRIER ARE NOT LIABLE FOR (i) ECONOMIC LOSS OR INJURIES TO PERSONS OR PROPERTY ARISING FROM USE OF THE SERVICE, THE DEVICE OR ANY EQUIPMENT USED IN CONNECTION WITH THE DEVICE UNLESS CAUSED BY OUR SOLE AND GROSS NEGLIGENCE, OR (ii) THE INSTALLATION OR REPAIR OF THE DEVICE BY ANY PARTIES WHO ARE NOT OUR EMPLOYEES. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

- b. Indemnification. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US, OUR AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER, HARMLESS FROM CLAIMS OR DAMAGES RELATING TO THIS AGREEMENT OR YOUR PROMISES OR STATEMENTS MADE IN IT AND USE OF THE DEVICE OR SERVICE UNLESS DUE TO OUR SOLE AND GROSS NEGLIGENCE. YOU ALSO AGREE TO PAY OUR REASONABLE ATTORNEYS' AND EXPERT WITNESS FEES AND COSTS INCURRED IN ENFORCING THIS AGREEMENT THROUGH APPEAL EXCEPT AS PROVIDED IN PARAGRAPH 5, BELOW. USE OF YOUR DEVICE WHILE OPERATING A MOTOR VEHICLE OR IN ANOTHER DISTRACTED OR NEGLIGENT MANNER MAY BE PROHIBITED OR RESTRICTED BY LAW IN SOME AREAS. IT IS YOUR RESPONSIBILITY TO CONFORM TO ALL SUCH LAWS OR REGULATIONS AND YOU SHALL INDEMNIFY US FROM CLAIMS ARISING FROM ANY SUCH UNLAWFUL USE. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.
- c. No Warranties. WE MAKE NO EXPRESS WARRANTY REGARDING THE SERVICE OR THE DEVICE OR ANY SERVICES PROVIDED BY ANY THIRD PARTIES, AND DISCLAIM ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WE DO NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTY ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. WE ARE NOT THE MANUFACTURER OF THE DEVICE AND ANY STATEMENT REGARDING IT SHOULD NOT BE INTERPRETED AS A WARRANTY. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

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PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF MOST DISPUTES THROUGH ARBITRATION INSTEAD OF COURT TRIALS AND CLASS ACTIONS. ARBITRATION IS FINAL AND BINDING AND SUBJECT TO ONLY VERY LIMITED REVIEW BY A COURT. THIS ARBITRATION CLAUSE SHALL SURVIVE TERMINATION OF THIS AGREFMENT.

- a. Binding Arbitration. This provision is intended to be interpreted broadly to encompass all disputes or claims arising out of our relationship. Any dispute or claim, including those against any of our subsidiary, parent or affiliate companies, arising out of or relating to this Agreement, our Privacy Policy or the Service or any equipment used in connection with the Service (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) will be resolved by binding arbitration except that (1) you may take claims to small claims court if they qualify for hearing by such a court, or (2) you or we may choose to pursue claims in court if the claims relate solely to the collection of any debts you owe to us.
- b. Arbitration Procedures. You must first present any claim or dispute to us by contacting Customer Care to allow us an opportunity to resolve the dispute (see also paragraphs 2.d above and 5.e below). You may request arbitration if your claim or dispute cannot be resolved within 60 days. The arbitration of any dispute or claim shall be conducted in accordance with the American Arbitration Association ("AAA") under the Wireless Industry Arbitration Rules ("WIA Rules"), as modified by this Agreement. The WIA Rules and information about arbitration and fees are available upon request from the AAA online at www.adr.org. You and we agree that this Agreement evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the Federal Arbitration Act and federal arbitration law. Unless you and we agree otherwise, any arbitration will take place in the county seat for the county in which your billing address is located. At either party's election, the arbitration shall be held telephonically. An arbitrator may award any relief or damages (including injunctive or declaratory relief) that a court could award, except an arbitrator may not award relief in excess of or contrary to what this Agreement provides and may not order relief on a consolidated, class-wide or representative basis. In any arbitration applying the WIA Rules applicable to large/complex cases, the Arbitrators must also apply the Federal Rules of Evidence, and the losing party may have the award reviewed in accordance with the review procedures set forth in the WIA Rules. Judgment on any arbitration award may be entered in any court having proper jurisdiction. If any portion of this arbitration clause is determined by a court to be inapplicable or invalid, then the remainder shall still be given full force and effect.
- c. Costs of Arbitration. For claims of less than \$1,000, you will be obligated to pay \$25 and we will pay all other administrative costs and fees. For claims over \$1,000 but under \$75,000, you will be obligated to pay your share of the arbitration fees, but no more than the equivalent court filing fee for a court action filed in the

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- \$75,000, all administrative fees and expenses of arbitration will be divided equally between you and us. In all arbitrations, each party will bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence at the arbitration.
- d. Waiver of Class Actions. By this Agreement, both you and we are waiving certain rights to litigate disputes in court. You and we both agree that any arbitration will be conducted on an individual basis and not on a consolidated, class-wide or representative basis. If for any reason this arbitration clause is deemed inapplicable or invalid, or to the extent this arbitration clause allows for litigation of disputes in court, you and we both waive, to the fullest extent allowed by law, any right to pursue any claims on a class or consolidated basis or in a representative capacity.
- e. Limitations Period. Any arbitration or legal action with respect to any and all claims or causes of action related to or arising out of this Agreement must be brought within two years after the cause of action arises, or within the applicable statutory period of time, whichever is shorter. This limitations period does not apply to any given cause of action when the statutory limitations period for that cause of action cannot be waived, restricted or otherwise limited by you.

#### 6. MISCELLANEOUS

- a. Privacy. We encourage you to learn more about our general privacy practices by reading our Privacy Policy at attwireless.com/privacy. In addition to the practices described in this Agreement and our Privacy Policy, you authorize our monitoring and recording of your conversations concerning your account or the Service and consent to our use of automatic dialing equipment to contact you on any phone number you provide us.
- **b.** Assignment. We may assign all or part of this Agreement without such assignment being considered a change to the Agreement, and without notice to you. We are then released from all liability. You may not assign this Agreement without our prior written consent.
- c. Notices. We may send you notices by mail or electronic means, in our sole discretion. Notices to you shall be effective 1) 3 days following the date deposited in the U.S. Mail or delivered to a nationally recognized courier or delivery service to your address as kept in our files and/or 2) immediately upon our transmission using an electronic means such as e-mail or text messaging service. You are responsible for notifying us of any changes in your mailing or e-mail address. Written notice to us shall be effective when directed to our Customer Care Department and received by us. Your notice must contain specific information adequate to identify you and your Service. Oral and electronic notices shall be deemed effective on the date reflected in our records.
- d. Entire Agreement. These Terms and Conditions, together with the Sales Information, represent the entire agreement between you and us, which may only be amended as described in this Agreement. This Agreement supersedes any inconsistent or additional representations made to you by any of our

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balance of the Agreement remains enforceable. If, at any time, we do not enforce any right or remedy available under this Agreement, that failure is not a waiver of our right to enforce the right or remedy at a later time. Copied, microfiched, scanned or other duplicate or electronic images of this Agreement are admissible for all purposes.

- e. Governing Laws. This Agreement is subject to applicable federal laws, federal or state tariffs, if any, and the laws of the state associated with the Number. Where our Service terms and conditions are regulated by a state agency or the FCC, the regulations are available for your inspection; if there is any inconsistency between this Agreement and those regulations, this Agreement shall be deemed amended as necessary to conform to such regulations.
- f. Capacity. You represent that you are legally competent to enter into this Agreement, that you are over 18 years old, a citizen or resident of the United States and that you are not aware of any disability that would prevent you from entering into this Agreement.